

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address		FOR COURT USE ONLY	
BRETT B. CURLEE (SBN 151058) LAW OFFICES OF BRETT CURLEE 11355 W. Olympic Blvd., Suite 100 Los Angeles, CA 90064 Telephone: (310)203-3084 Facsimile: (310) 203-3071 Email: Brett.Curlee@TheCurleeLawFirm.com			
<input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Chapter 7 Trustee, Wesley H. Avery			
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION			
In re: ROSEMARIE FARIS		CASE NO.: 2:13-bk-10153-BR CHAPTER: 7	
Debtor(s).		NOTICE OF SALE OF ESTATE PROPERTY	
Sale Date: 08/26/2014		Time: 2:00 pm	
Location: Courtroom 1668, United States Bankruptcy Court, 255 East Temple Street, Los Angeles, CA 90012-3300			

Type of Sale: ☒ Public ☐ Private

Last date to file objections: 08/12/2014

Description of property to be sold: The Single family residential real property commonly known as 12375 Sycamore Avenue, Chino, CA, APN# 1015-223-19-0-000 ("Property"). See Exhibit "1" to the Sale Motion identified below for a more specific legal description of the real property being sold.

Terms and conditions of sale: MOTION BY CHAPTER 7 TRUSTEE FOR ORDER APPROVING: (1.) REAL PROPERTY SALE (12375 Sycamore Avenue, Chino, CA) FREE AND CLEAR OF LIENS AND INTEREST; (2.) OVERBID PROCEDURE; (3.) REAL ESTATE AGENT COMPENSATION; AND (4.) DIRECTING TURNOVER OF REAL PROPERTY; AND (5.) DISTRIBUTION OF SALE PROCEEDS

Proposed sale price: \$ 310,000.00

Overbid procedure (if any): DEADLINE TO SUBMIT BIDS IS August 22, 2013. Please see the Motion for full bidding procedures and details. The attached "Binding Offer To Purchase Real Property" must be completed and delivered to the Chapter 7 Trustee and his attorney, no later than two (2) business days before the Sale Motion hearing.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Hearing Date and Time: August 26, 2014 at 2:00 p.m.

Location of Hearing:

United States Bankruptcy Court

Central District Of California

Los Angeles Division

Courtroom 1668

255 East Temple Street

Los Angeles, CA 90012-3300

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

Ms. Bandele Oguntomilade

Bogun Realty and Luxury Homes

21317 De La Guerra Street

Woodland Hills, CA 91643

Cell phone number: (818) 825-6996

Telephone number: (818) 883-6997

Facsimile number: (818) 883-6998

email: bandele@bogunenterprises.com

Date: 07/31/2014

BINDING OFFER TO PURCHASE REAL PROPERTY

The undersigned ("Offeror") hereby offers (the "Offer") to purchase from Wesley H. Avery, Chapter 7 Trustee (the "Trustee") for the bankruptcy estate of Rosemarie Faris (the "Debtors") the real property commonly known as, 12375 Sycamore Avenue, Chino, CA, also known as County of Los Angeles Assessors Parcel No. 1015-223-19-0-000 (Hereinafter the "Property") on the identical terms described in the MOTION BY CHAPTER 7 TRUSTEE FOR ORDER APPROVING: (1.) REAL PROPERTY SALE (12375 Sycamore Avenue, Chino, CA) FREE AND CLEAR OF LIENS AND INTEREST; (2.) OVERBID PROCEDURE; (3.) REAL ESTATE AGENT COMPENSATION; AND (4.) DIRECTING TURNOVER OF REAL PROPERTY; AND (5.) DISTRIBUTION OF SALE PROCEEDS; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF WESLEY H. AVERY, BANDELE OGUNTOMILADE, KUI ZHOU, AND BRETT B. CURLEE IN SUPPORT THEREOF ("Motion"), in the Debtor's pending bankruptcy case, In re Rosemarie Faris, Bankr. Case No. 2:13-bk-10153-BR (Chapter 7).

There are no contingencies to this Offer whatsoever, including inspection, due diligence, or financing contingencies. The sale is subject to acceptance by the Trustee, approval by the Bankruptcy Court, and higher and better bids at the hearing on August 26, 2014 at 2:00 p.m. in Courtroom 1668 of the United States Bankruptcy Court, the Honorable Barry Russell, Bankruptcy Judge presiding, located at 255 East Temple Street, in Los Angeles, California, or at any continued hearing on the motion to approve the sale.

Offeror further understands that the sale is "as is" and "where is" with no warranty or recourse whatsoever. Offeror has completed all due diligence which Offeror believes to be required to purchase the Property at the time of the hearing on the Motion and has not relied upon any statements, representations, or comments made by the Trustee, his attorneys, accountants, or his other agents or representatives. The Offeror is prepared to close escrow within thirty (30) days after entry of the order approving this Motion.

Offeror is providing herewith a cashier's check, money order, or certified check in the sum of \$10,000.00 for the Property bid upon, made payable to "Wesley H. Avery, Chapter 7 Trustee", which shall be credited to the sale price. The deposit shall be non-refundable if the Court confirms the sale to the Offeror but Offeror breaches his obligations under this Offer by failing to complete the purchase of the Property, in which event the Trustee shall be free to sell the Property to another, without limitation. Offeror's sole remedy if the Trustee is unable to close the sale shall be a return of the deposit in full. If the Offeror performs in full under the terms of this Offer, but the Court confirms the sale of the Property to another, Offeror's deposit shall be refundable in full.

Offeror agrees to substitute into escrow No. 021262-TS at Landmark Escrow or to enter into a new escrow, upon Trustee's sole determination, upon identical terms and conditions except as to price and elimination of the Buyer's due diligence period. Offeror acknowledges having obtained a copy of the listing agreement, escrow instructions, and the Motion, all of which are incorporated herein by this reference, and the Offeror understands all of their terms.

A commission of 3.0% of the sale price shall be payable to Offeror's real estate broker, subject to approval of the Bankruptcy Court, but only upon closing of the sale to Offeror.

[signature page attached]

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Dated: _____

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(Name of Offeror)

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(Street address)

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(City, State, Zip Code)

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(Telephone Number)

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(Signature of Authorized Agent of
Offeror, if applicable)

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(Name of Real Estate Broker of
Offeror)

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(Name of Real Estate Agent of Offer)

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(Telephone No. of Real Estate Agent
for Offeror)

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